

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST CARPENTERS HEALTH AND SECURITY TRUST; NORTHWEST CARPENTERS RETIREMENT TRUST; NORTHWEST CARPENTERS INDIVIDUAL ACCOUNT PENSION TRUST; NORTHWEST CARPENTERS VACATION TRUST; and CARPENTERS-EMPLOYERS APPRENTICESHIP AND TRAINING TRUST FUND OF WASHINGTON-IDaho,

Case No. 2:23-cv-02005-JHC

## ORDER RE: DEFAULT JUDGMENT

**Plaintiffs,**

V.

SIGHTLINE PROFESSIONALS, LLC, a Nevada limited liability company,

Defendant.

I

## INTRODUCTION

This matter comes before the Court on the Trust Funds'[(Plaintiffs')] Motion for Entry of Default Judgment. Dkt. # 13. The Court has considered the motion, the rest of the case file, and the governing law. Being fully advised, the Court GRANTS the motion.

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## DISCUSSION

If a defendant fails to plead or otherwise defend, the clerk enters the party's default. Fed. R. Civ. P. 55(a). Then, upon a plaintiff's request or motion, the court may grant default judgment for the plaintiff. Fed. R. Civ. P. 55(b)(2); *see Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). On default judgment motions, “[t]he court must accept all well-pled allegations of the complaint as established fact, except allegations related to the amount of damages.” *UN4 Prods., Inc. v. Primozych*, 372 F. Supp. 3d 1129, 1133 (W.D. Wash. 2019) (citing *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987)). Courts typically consider these “*Eitel* factors” when evaluating a request for a default judgment:

(1) the possibility of prejudice to the plaintiff, (2) the merits of plaintiff's substantive claim, (3) the sufficiency of the complaint, (4) the sum of money at stake in the action; (5) the possibility of a dispute concerning material facts; (6) whether the default was due to excusable neglect, and (7) the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

*Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir. 1986). “[D]efault judgment is appropriate only if the well-pleaded factual allegations of the complaint suffice to establish a plaintiff’s entitlement to a judgment under the applicable law.” *Dentist Ins. Co. v. Luke St. Marie Valley Dental Grp., P.L.L.C.*, No. 2:21-cv-01229-JHC, 2022 WL 1984124 (W.D. Wash. Jun. 6, 2022) (citing *DIRECTV, Inc. v. Hoa Huynh*, 503 F.3d 847, 855 (9th Cir. 2007)).

#### A. Application of *Eitel* Factors

### 1. Prejudice to Plaintiff

“[P]rejudice exists where the plaintiff has no recourse for recovery other than default judgment.” *Curtis v. Illumination Arts, Inc.*, 33 F. Supp. 3d 1200, 1211 (W.D. Wash. 2014) (citation and internal quotation marks omitted). Defendant has failed to respond to this action, so

1 default judgment is Plaintiffs' only means for recovery. *See Eve Nevada, LLC v. Derbyshire*,  
2 No. 21-0251-LK, 2022 WL 279030 (W.D. Wash. Jan. 31, 2022). Thus, this factor supports  
3 default judgment.

4                   2. Merits of Plaintiff's Claims and Sufficiency of Complaint

5                 “Courts often consider the second and third *Eitel* factors together.” *Devs. Sur. and*  
6 *Indem. Co. v. View Point Builders, Inc.*, No. C20-0221JLR, 2020 WL 3303046, at \*5 (W.D.  
7 Wash. Jun. 17, 2022). As mentioned above, the Court must accept all well-pleaded allegations in  
8 the complaint as established fact. Accepting such allegations, the complaint suffices to state the  
9 causes of action directed against Defendant. Thus, the second and third *Eitel* factors weigh in  
10 favor of Plaintiffs.

11                  3. Sum of Money at Stake

12                 This factor “considers whether the amount of money requested is proportional to the  
13 harm caused.” *Sun Life Assurance Co. of Canada v. Est. of Wheeler*, No. C19-0364JLR, 2020  
14 WL 433352, at \*4 (W.D. Wash. Jan. 28, 2020). Here, Plaintiffs seek delinquent fringe benefit  
15 contributions, plus legally recoverable and related liquidated damages, interest, attorney fees,  
16 and costs. Thus, the fourth *Eitel* factor supports default judgment.

17                  4. Possibility of Dispute Over Material Facts

18                 There is no sign that the material facts are in dispute. And again, “[t]he general rule of  
19 law is that upon default the factual allegations of the complaint, except those relating to  
20 damages, will be taken as true.” *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir.  
21 1977). Defendant did not appear, so the Clerk correctly entered default against it. Dkt. # 12.

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1                   5. Probability that Default was Because of Excusable Neglect

2                 The sixth *Eitel* factor assesses whether Defendant's default for failure to appear was  
 3 because of excusable neglect. *Boards of Trustees of Inland Empire Elec. Workers Welfare Tr. v.*  
 4 *Excel Elec. Servs., Inc.*, No. 2:21-CV-00200-MKD, 2022 WL 1243663, at \*4 (E.D. Wash. Apr.  
 5 26, 2022). Generally, courts do not find excusable neglect when defendants were properly  
 6 served with the complaint. *See, e.g., Maersk Line v. Golden Harvest Alaska Seafood LLC*, No.  
 7 C20-1140-JLR-MLP, 2020 WL 6083464, at \*4 (W.D. Wash. Sept. 30, 2020), *report and*  
 8 *recommendation adopted*, No. C20-1140 JLR, 2020 WL 6077419 (W.D. Wash. Oct. 15,  
 9 2020). Plaintiffs establishes that they did properly serve Defendant. *See* Dkt. # 9. So, this factor  
 10 weighs in favor of default judgment.

11                 6. Policy Favoring Decision on the Merits

12                 Generally, cases "should be decided upon their merits whenever reasonably possible," so  
 13 courts disfavor default judgment on this factor. *Eitel*, 782 F.2d at 1472. But in this case,  
 14 Defendant's failure to appear or respond "makes a decision on the merits impractical, if not  
 15 impossible," so the Court is not precluded from granting default judgment. *PepsiCo, Inc. v. Cal.*  
 16 *Sec. Cans*, 238 F. Supp. 2d 1172, 1177 (C.D. Cal. 2002); *see also Emp. Painters' Trust v. Dahl*  
 17 *Constr. Servs., Inc.*, CASE NO. C19-1541-RSM, 2020 WL 3639591 (W.D. Wash. July 6,  
 18 2020). Thus, default judgment is an appropriate remedy in this case.

19                 In sum, the *Eitel* factors support default judgment.

20                 B.         Damages; Attorney Fees & Costs.

21                 Because the Court does not accept the amount of claimed damages as true in a default  
 22 judgment motion, it must assess whether Plaintiff's claimed damages are appropriate to  
 23 award. *Geddes*, 559 F.2d at 560. Plaintiffs have the burden of proving its requested damages are

1 reasonable and supported by evidence. *See Bd. of Trs. Of the Boilermaker Vacation Tr. v. Skelly,*  
2 *Inc.*, F. Supp. 2d 1222, 1226 (N.D. Cal. 2005).

3 The Declaration of Kealsye Fahey in Support of the Trust Funds' Motion for Entry of  
4 Default Judgment, Dkt. # 14, the Declaration of Jeffrey Maxwell in Support of the Trust Funds'  
5 Motion for Entry of Default Judgment, Dkt. # 15, along with the attachments to these documents,  
6 provide sufficient evidence to support each discrete amount sought to be reduced to judgment.

7 **III**

8 **CONCLUSION**

9 In light of the foregoing, the Court GRANTS the motion and ORDERS that Defendant  
10 Sightline Professionals, LLC is liable to Plaintiffs under ERISA and the applicable written trust  
11 agreements, for the following for April and May 2023:

12       a. Fringe benefit contributions of \$5,673.64;  
13       b. Liquidated damages in the amount of \$676.95 (per the terms of the trust  
14           agreements (*see* Dkt. # 14 at 5)); and  
15       c. Prejudgment interest of \$765.02.

16 Also, the Court AWARDS Plaintiffs reasonable attorney fees of \$7,468.00 and costs of  
17 \$610.00 under 29 U.S.C. §1132(g)(2)(D).

18 Dated: July 19, 2024.



19  
20 John H. Chun  
21 United States District Judge  
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